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DISTRICT COURT

CLARK COUNTY NEVADA

12 JPMORGAN CHASE BANK, N. A.,
13 Plaintiff,
14
15 vs.
16

17 PREMIER ONE HOLDINGS, INC., a
18 Nevada corporation; TAKO, LLC, a
19 Nevada limited-liability company; VIA
20 VALENCIA/VIA VENTURA
HOMEOWNERS' ASSOCIATION, a
Nevada non-profit corporation; CASEY A.
CARDIN, an individual; CHELSY R.
CARDIN, an individual,

Defendants.

CASE NO: 2:17-cv-00630-RFB-VCF

**STIPULATION AND ORDER OF
DISMISSAL WITH PREJUDICE AS TO
DEFENDANTS PREMIER ONE
HOLDINGS, INC. AND TAKO, LLC**

23 AND RELATED COUNTERCLAIM.

25 Pursuant to Fed. R. Civ. P. 41(a), Plaintiff JPMorgan Chase Bank, N.A. ("Chase"), and
26 Defendants Premier One Holdings, Inc. ("Premier One") and Tako, LLC ("Tako") (collectively
27
28

1 with Chase, the “Parties”), by and through their respective undersigned counsel of record,
2 hereby stipulate and agree as follows:

3 1. The Parties hereby stipulate and agree that title to the property commonly known
4 as 9727 Maspalomas Street, Las Vegas, Nevada 89178 (APN: 176-29-512-036) is quieted in
5 the name of Premier One Holdings, Inc.

6 2. The Parties further stipulate and agree that nothing in this Stipulation and Order,
7 or the relief granted herein, shall be construed or deemed to alter, affect, limit, waive, or restrict
8 the rights of Chase (or any of its authorized agents, investors, affiliates, predecessors,
9 successors, and assigns) relating to the promissory note (the “Note”) described in the Deed of
10 Trust recorded in the official records of the Clark County, Nevada recorder as instrument
11 number 20090116-0002348 (the “Chase DOT”).

12 3. The Parties further agree that this Stipulation and Order is in no way intended to
13 impair the rights of Chase (or any of its authorized agents, investors, affiliates, predecessors,
14 successors, and assigns) to pursue any and all remedies against the Borrower(s), as defined in
15 the Chase DOT and/or Note, that Chase (or any of its authorized agents, investors, affiliates,
16 predecessors, successors, and assigns) may have relating to the Note, except the right to
17 judicially or non-judicially foreclose/enforce the Chase DOT against the property described in
18 the Chase DOT.

19 4. The Parties further stipulate and agree that a copy of this Order may be recorded
20 with the Clark County, Nevada Recorder.

21 5. The Parties further stipulate and agree that Premier One and Tako shall be
22 dismissed from this litigation WITH PREJUDICE, with each party to bear its own costs and
23 fees.

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1 6. The Parties further stipulate and agree that Premier One's Counterclaims against
2 Chase are dismissed WITH PREJUDICE, with each party to bear its own costs and fees.
3

4 Dated this 18th day of April, 2018.

5 SMITH LARSEN & WIXOM

6 /s/ Katie M. Weber

7 Kent F. Larsen, Esq.
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13 Attorneys for Plaintiff/Counterdefendant
14 JPMorgan Chase Bank, N.A.

Dated this 18th day of April, 2018.

HONG & HONG

/s/ Joseph Y. Hong

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10781 W. Twain Ave.
Las Vegas, Nevada 89135
Attorney for Defendants/Counterclaimants
Premier One Holdings, Inc. and Tako, LLC

ORDER

13 **IT IS SO ORDERED.**



14 RICHARD F. BOULWARE, II
15 United States District Judge

16 DATED this 23rd day of April, 2018.